



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment to Professional Services Agreement for Design Services for Grape Bowl Stadium with Siegfried Engineering, Inc., of Stockton, (\$17,800) and Appropriating Funds (\$20,000)

MEETING DATE: April 18, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute amendment to professional services agreement for design services for Grape Bowl stadium with Siegfried Engineering, Inc., of Stockton, in the amount of \$17,800 and appropriating funds in the amount of \$20,000.

BACKGROUND INFORMATION: On March 21, 2012, City Council approved a professional services agreement with Siegfried Engineering in the amount of \$21,700 to design the Phase 3 Grape Bowl Improvement Project. The Phase 3 improvement project includes construction of ADA-accessible ramp to the south-side upper concourse only, ADA seating at the south-side upper concourse, restrooms, concession, ticket booth, scoreboard, landscape, irrigation and related appurtenant facilities.

The Siegfried Engineering scope of work that was approved included design documents and construction cost estimates for the scoreboard, plaza, utilities, ADA-accessible ramps to the south-side upper concourse and ADA seating at the upper concourse but did not include the design of the restrooms, concession, and ticket booth building.

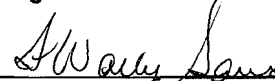
Staff proposes to construct the restrooms, concessions, and ticket booth building using a design build method and recommends adding the task of preparing the construction documents to the Siegfried Engineering scope of work. The term of the agreement will be extended through the anticipated end of construction (June 1, 2013).

It is recommended Council authorize the City Manager to execute an amendment to the professional services agreement with Siegfried Engineering for preparing the design build construction documents for the Grape Bowl restrooms, concession and ticket booth building.

FISCAL IMPACT: The amendment will increase the total cost of the Phase 3 improvements project by approximately \$20,000.

FUNDING AVAILABLE: Requested Appropriation:
Parks and Recreation Capital Outlay Fund (1212): \$20,000


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director
FWS/CES/pmf

APPROVED:


Konrad Bartlam, City Manager

AMENDMENT NO. 1

Siegfried Engineering, Inc.
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of April, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter 'CITY'), and SIEGFRIED ENGINEERING, INC. (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on March 28, 2012, as set forth in Exhibit 1 (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibits 2 (Scope of Service) and 3 (Fee Schedule) (attached) and extending the term to June 1, 2013; and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services, Fee, and Term as set forth in the Agreement as Exhibits 1, 2, and 3, respectively.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on _____, 2012.

CITY OF LODI, a municipal corporation
Hereinabove called "CITY"

SIEGFRIED ENGINEERING, INC.
Hereinabove called "CONSULTANT"

KONRADT BARTLAM
City Manager

Name:
Title:

Attest:

RANDI JOHL, City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE I PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on March 28, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and SIEGFRIED ENGINEERING (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONSULTANT for structural engineering services for proposed Lodi Grape Bowl accessibility improvements (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services,

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted, CONSULTANT shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT **shall** attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original] additional and replacement personnel at CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents it is prepared to and can perform all services within the Scope of Services (Exhibit **A**) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses] permits, qualifications] insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONSULTANT shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on April 1, 2012 and terminates upon the completion of the Scope of Services or on August **31**, 2012, whichever occurs first.

ARTICLE 3
OMPEI

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement, CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any sub CONSULTANT on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONSULTANT shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Reseonsibility for Damage

CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the sole negligent acts, errors or omissions of CONSULTANT, any subcontractor employed directly by CONSULTANT, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibilitv of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 fnsurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be **at** the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Wally Sandelin, Public Works Director

To CONSULTANT: Siegfried Engineering
3244 Brookside Road, Ste. 100
Stockton, CA 95219
Attn: Anthony J. Lopes, President

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONSULTANT is Not an Employee of CITY

CONSULTANT agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent CONSULTANT for and on behalf of CITY and not an employee of CITY, CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONSULTANT meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning

whether to proceed further, CITY may terminate at the conclusion of any such phase, Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit **B** to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY, However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section **4.12** Confidentiality

CONSULTANT agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONSULTANT and clearly marked by CONSULTANT as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted *in* writing by CONSULTANT, CONSULTANT acknowledges that CITY is subject to the California Public Records **Act**.

Section **4.13** Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any **part** of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section **4.14** City Business License Requirement

CONSULTANT acknowledges that Lodi Municipal Code Section 3.01.020 requires CONSULTANT to have a city business license and CONSULTANT agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section **4.15** Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

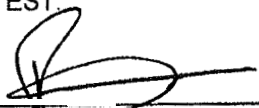
Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:



RANDI JOHL
City Clerk



RON BARAM BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANIC, D. MAGDICH, Deputy City Attorney

CONSULTANT: Siegfried Engineering

By: 

By: 

Name: Anthony J. Lopes
Title: President

Attachments:

Exhibit A - Scope of Services
Exhibit B - Fee Proposal
Exhibit C - Insurance Requirements

Funding Source: 121281 ■
(Business Unit & Account No.)

Doc ID: PSA_SiegfriedEngineering

CA:rev.01.2012

EXHIBIT A

SCOPE OF STRUCTURAL ENGINEERING SERVICES

LODI GRAPE BOWL – PHASE 3 LODI, CALIFORNIA

February 23, 2012

SIEGFRIED ENGINEERING, INC. (SEI) shall provide civil and structural engineering services to Client for the proposed Lodi Grape Bowl accessibility and plaza improvements. The proposed scope of services shall include the following:

TASK 1 CONSTRUCTION DOCUMENTS

1. Prepare Structural plans and calculations for proposed plaza and accessibility ramp improvements as depicted on preliminary City plans including;
 - a. concrete flatwork, ramps and curbs,
 - b. retaining walls (concrete, keystone or masonry),
 - c. railing,
 - d. proposed scoreboard support columns and foundations, including anchorage details to the pre-manufactured sign structure.
2. Prepare Civil onsite improvement plans including;
 - a. site dimension plan,
 - b. grading plan,
 - c. utility plan including related storm drain and domestic water services and modification of existing sewer main to serve the proposed restroom/snack bar building,
 - d. detailing of accessibility features.
 - e. erosion control plan.
3. Prepare Engineer's Opinion of Probable Costs for concrete improvements.
4. Prepare Specifications
5. Provide Structural plan sets for building permit submittals.
6. Respond to City plan review comments.
7. Attend one project team meeting at City offices.

TASK 2 CONSTRUCTION SUPPORT SERVICES

1. Assist contractor with plan interpretation during bidding and construction, responding to Requests For Information and preparing minor plan addendums as required to clarify plan intent,
2. Review contractor product and shop drawing submittals.
3. Two site visits during construction.

EXCEPTIONS TO THE SCOPE OF SERVICES

It is understood that the following **are not included** in the scope of services:

1. Geotechnical and Environmental engineering,
2. Land surveying
3. Analysis and redesign for value engineering proposals **once** plans have been substantially completed,

EXHIBIT B

PEE SCHEDULE

**LODI GRAPE BOWL – PHASE 3
LODX, CALIFORNIA**

February 23,2012

Task Description	Fees
Task 1 Construction Documents	\$1 8,400.00
Task 2 Construction Support Services	\$3,000.00
Reimbursable Expenses	\$300.00
TOTAL FEE hourly rate basis plus reimbursable expenses not to exceed	\$21,700.00

Notes:

1. Additional services are subject to additional charge mutually agreed to prior to start of the additional work. Changes in the scope of services or magnitude of the Project are additional services. Should the Project be postponed or canceled, our office will bill for the time expended on the Project up to the time of notification including close-out cost.
2. We will bill you monthly based on time expended plus reimbursable expenses. Reimbursable expenses shall be billed in accordance with our rate schedule in effect at the time services are rendered.



EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$1,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

EXHIBIT 2

SCOPE OF ENGINEERING SERVICES

LODI GRAPE BOWL

BUILDING ADDITIONAL SCOPE OF SERVICES

LODI, CALIFORNIA

April 5,2012

SIEGFRIED ENGINEERING, INC. (SEI) shall provide additional engineering services to Client for the proposed Lodi Grape Bowl accessibility and plaza improvements to include program documents for the proposed Concession/Restroom/Ticket Building. These services and fees are above and beyond previously approved contracts. The proposed scope of services shall include the following:

TASK 1 BUILDING PROGRAM DOCUMENTS

Prepare program documents including plans, specifications and an engineer's estimate of probable construction costs for the proposed building as depicted on preliminary plans provided by Client. This includes the preparation of design documents to an approximate 30% completion level to enable the project to be bid as a Design-Build project. We understand the contractor will prepare all final designs and documents for building permit submittals. Siegfried services shall include;

1. Architectural site plans depicting building layout and arrangement.
2. Architectural plans including floor plan, building elevations and door, window and finish schedules.
3. Structural plans including a roof framing plan, foundation plan, and general details depicting framing, wall and lateral load resisting systems.
4. Electrical plans detailing site and building power supply systems and lighting requirements.
5. HVAC plans detailing recommended ventilation systems. We understand there will be no heating or cooling systems.
6. Plumbing plans identifying basic plumbing arrangements and fixture specifications.
7. Engineer's Opinion of Probable Costs for proposed improvements.
8. Book Specifications
9. Respond to City plan review comments.
- 10 Attend two project team meetings at City offices.

TASK 2 BUILDING CONSTRUCTION SUPPORT SERVICES

1. Assist contractor with plan interpretation during bidding and construction, responding to Requests For Information and preparing minor plan addendums as required to clarify plan intent.
2. Review contractor plans, product and shop drawing submittals.
3. Two additional site visits during construction.

Exhibit 2 (Cont'd.)

EXCEPTIONS TO THE SCOPE OF SERVICES

It is understood that the following **are not included** in the scope of services:

1. Geotechnical and Environmental engineering,
2. Landscape Architecture,
3. Construction oversight and inspections,
4. Exceptions listed in the approved contract except as herein modified,
5. Land surveying. We understand the Client will provide a topographic plan of the site. This plan is the basis for design and estimating. Siegfried will not be held responsible for any errors or omissions caused by inaccurate topographic information provided.
6. Analysis and redesign ~~or~~ value engineering proposals once plans have been substantially completed.

FEE SCHEDULE
LODI GRAPE BOWL
BUILDING ADDITIONAL SCOPE OF SERVICES
LODT, CALIFORNIA

April 5, 2012

Task Description	Peers
Task 1 Building Program Documents	\$14,500.00
Task 2 Building Construction Support Services	\$3,000.00
Reimbursable Expenses	\$300.00
TOTAL FEE hourly rate basis plus reimbursable expenses not to exceed	\$17,800.00

Notes:

1. Additional services are subject to additional charge mutually agreed to prior to start of the additional work. Changes in the scope of services or magnitude of the Project are additional services. Should the Project be postponed or canceled, our office will bill for the time expended on the Project up to the time of notification including close-out cost.
2. We will bill you monthly based on time expended plus reimbursable expenses. Reimbursable expenses shall be billed in accordance with our rate schedule in effect at the time services are rendered.

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO: Internal Services Dept. - Budget Division
3. FROM: Rebecca Areida-Yadav 5. DATE: 04/05/2012
4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1212		3205	Fund Balance	\$ 20,000.00
B. USE OF FINANCING	1212	1212811	1825.2400	Grape Bowl	\$ 20,000.00

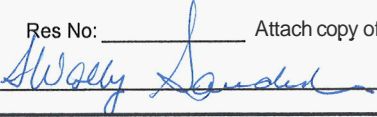
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Amendment to professional services agreement for design services for the Grape Bowl with Siegfried Engineering.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: 

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the **Budget** Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-38

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE AMENDMENT TO PROFESSIONAL
SERVICES AGREEMENT FOR DESIGN SERVICES FOR GRAPE
BOWL STADIUM AND FURTHER APPROPRIATING FUNDS

WHEREAS, on March 21, 2012, City Council approved a professional services agreement with Siegfried Engineering in the amount of \$21,700 to design the Phase 3 Grape Bowl Improvement Project, including construction of ADA-accessible ramp to the south-side upper concourse only, ADA seating at the south-side upper concourse, restrooms, concession, ticket booth, scoreboard, landscape, irrigation, and related appurtenant facilities; and

WHEREAS, the Siegfried Engineering scope of work that was approved included design documents and construction cost estimates for the scoreboard, plaza, utilities, ADA-accessible ramps to the south-side upper concourse, and ADA seating at the upper concourse but did not include the design of the restrooms, concession, and ticket booth building; and

WHEREAS, staff recommends construction of the restrooms, concessions, and ticket booth building using a design build method and adding the task of preparing the construction documents to the Siegfried Engineering scope of work.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the current professional services agreement for design services for Grape Bowl Stadium with Siegfried Engineering, Inc., of Stockton, California, in an amount not to exceed \$17,800, for a total not to exceed amount of \$39,500; and

BE IT FURTHER RESOLVED that funds in the amount of \$20,000 be appropriated from Parks and Recreation Capital Outlay funds.

Dated: April 18, 2012

I hereby certify that Resolution No. 2012-38 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 18, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Nakanishi, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Katzakian

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk